


B1-11/1HN	 PALACKÝ UNIVERSITY IN OLOMOUC MAIN REGULATION OF UP	B1-11/1HN
<h1>University Dormitories Code of Palacký University in Olomouc</h1>		
Contents:	The University Dormitories Code of UP stipulates conditions for the accommodation of students of UP, rules for the allocation of available places at UP university dormitories, and other details related to the accommodation of students or, as the case may be, of their visitors.	
Drafted by:	Legal Department of UP	
Date the regulation came into force:	10 May 2011	
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<p>In accordance with the existing distribution list, the following persons shall be notified of the effect of the new regulation:</p> <ul style="list-style-type: none"> Rector, Vice-Rectors, Bursar, the Rector's Office, Deans and Secretaries of Faculties, Manager of the Accommodation and Dining Facilities, Managers of the Computer Center, Library, University Press, Project Service, Science and Technology Campus, Academic Sports Center, Managers of the Economic and Technical-administrative, Development and Construction, Operational, Research and International Affairs Departments of the Rector's Office, Department for Operation Programs, Archives of UP, Legal Department of UP, Internal Audit and Inspection Department of UP, Organization and Management Department of UP 		

University Dormitories Code of Palacký University in Olomouc

Article 1 Introductory Provisions

The University Dormitories Code of Palacký University in Olomouc (hereinafter referred to as the "Code") stipulates conditions for the accommodation of students of Palacký University in Olomouc (hereinafter "UP"), rules for the allocation of available places at UP university dormitories (hereinafter the "dormitories"), and other details related to the accommodation of students or, as the case may be, of their visitors.

Article 2 Fundamental Provisions

1. Dormitories and other accommodation facilities are constituent parts of the Accommodation and Dining Facilities of UP (hereinafter referred to as "ADF"), which is a special-purpose facility of UP.
2. Dormitories are subdivided into dormitory centers which are subordinate to the Manager of ADF.
3. Dormitories managed by the ADF are:
 - a) 17. listopadu Dormitory, tř. 17. listopadu 54, Olomouc,
 - b) J. L. Fischer Dormitory, Block A, Šmeralova 10, Olomouc,
 - c) J. L. Fischer Dormitory, Block B, Šmeralova 10, Olomouc,
 - d) M. Kudeříková Dormitory, Kateřinská 17, Olomouc,
 - e) E. Rošícký Dormitory, U Sportovní haly 4, Olomouc,
 - f) General Svoboda Dormitory, Block A, Šmeralova 12, Olomouc,
 - g) General Svoboda Dormitory, Block B, Šmeralova 12, Olomouc,
 - h) Šmeralova Dormitory, Šmeralova 6, Olomouc,
 - i) B. Václavek Dormitory, Block A, Šmeralova 8, Olomouc,
 - j) B. Václavek Dormitory, Block C, Šmeralova 8, Olomouc,
 - k) Neředín Dormitory No. 1, tř. Míru 113, Olomouc,
 - l) Neředín Dormitory No. 2, U Letiště 786, Olomouc,
 - m) Neředín Dormitory No. 3, U Letiště 827, Olomouc,
 - n) Neředín Dormitory No. 4, U Letiště 847, Olomouc,
 - o) Chválkovice Dormitory, Na Zákopě 26, Olomouc.

4. Other accommodation facilities managed by the ADF are:
 - a) Residence Hall for Foreign Tutors, Vančurova 2, Olomouc,
 - b) Recreational and Training Center, Horní Údolí 126, Zlaté Hory.
5. The ADF provides accommodation and other related services in particular to students enrolled in study at UP and to other persons under conditions defined herein. Contractual relations are based on a written contract executed on a single sheet of paper and entered into by UP represented by the Manager of ADF (or another authorized employee designated by the Manager of ADF) and the resident.
6. The Manager of ADF and designated senior employees of ADF are responsible for securing the material conditions of the students staying at dormitories and for creating conditions for their study and relaxation.

Article 3 Procedure for the Accommodation of Full-time Students at UP Dormitories

1. Students apply for the allocation of accommodation online on *skm.upol.cz*, which is part of the official UP website. The application includes a student's consent to the processing of his or her personal data; a model consent constitutes Appendix No. 2 hereto. Detailed instructions can be found on the aforementioned website under the heading "News" (*Aktuality* in Czech).
2. Decisions on the allocation of accommodation (hereinafter "notifications") are published on the ADF website and are accessible to students once they have logged into the accommodation system. If the application has been granted, students may book a specific place of accommodation in the accommodation system. If they fail to do so, their place shall be selected by the ADF.
3. The method for allocating accommodation at dormitories to full-time students shall be determined by the UP Dormitory Committee (hereinafter the "Committee"). The Committee consists of representatives of the management of UP and ADF as well as representatives of students staying at dormitories. The Committee is responsible for allocating accommodation at dormitories to students and other persons; it also cooperates with the management of ADF and with the students

self-governing dormitory bodies under Article 12 hereof. Minutes of the Committee meetings are made public through the Document Management System.

4. Not later than the end of February of each academic year the Committee shall establish a schedule for the allocation of accommodation at dormitories and rules for assessing the students' entitlement to dormitory accommodation; basic requirements for such an assessment include commuting time, social and health reasons, and other criteria.
5. Commuting time is expressed in the minutes required to commute by public transport from the place of a student's permanent residence, as entered in the Union Students' Register, to *Olomouc Main Railway Station* or to *Olomouc Bus Station*; for newly admitted students whose data have not been entered in the Union Students' Register yet, the place of permanent residence shall be used.
6. Managers of Students' Offices of individual faculties collect information from students under Paragraphs 4 and 5 of this Article and enter it into the electronic accommodation system on an ongoing basis.
7. On the basis of the entry criteria, each student applying for accommodation shall receive a number of points. The electronic accommodation system automatically creates a list of students according to the received number of points. An authorized employee of ADF enters the list in the Document Management System with only members of the Committee having the right to access it. ADF shall evaluate the list on the basis of the criteria entered.
8. ADF shall publish on its website a notification of whether accommodation has been allocated to individual applicants not later than the second working day after it has received the number of points under the previous Paragraph from the Committee.
9. The ADF website shall also include an invitation for second-year students and higher to enter into an accommodation agreement not later than 31 May of the calendar year. If second-year or higher students are not able to enter into such an agreement for objective reasons (e.g. a long-term stay abroad), they shall inform ADF thereof not later than 31 May of the respective calendar year and state their interest in the accommodation. If second-year and higher students fail to communicate their intention by 31 May of the respective calendar year, their right to the allocated accommodation expires. Second-year and higher students who are not able to enter into an accommodation agreement for objective reasons by 31 May of the respective calendar year, are interested in the accommodation and have paid a security deposit under Section 555 et seq. of Act No. 40/1964 Sb., the Civil Code, as amended, shall enter into the agreement as soon as the respective impediment terminates, but not later than 30 June of the respective calendar year; their failure to do so results in the loss of their right to the allocated accommodation.
10. The ADF website shall include an invitation for first-year students to enter into an accommodation agreement without undue delay. Such an invitation shall only be accessible by the respective student and shall contain information related exclusively to this student. If first-year students are not able to enter into an accommodation agreement for objective reasons (e.g. a long-term stay abroad), they shall inform ADF thereof without undue delay and state that they are interested in the accommodation and pay the security deposit. If first-year students fail to enter into an accommodation agreement by the beginning of the teaching period, their right to the allocated accommodation expires.
11. Not later than 1 September of the respective calendar year the ADF shall publish a notification on its website for all second-year and higher students who have applied for accommodation and have not succeeded in the first round. Such a notification shall not include students' personal details, shall be published in a way enabling all visitors to the website to see it and shall contain sufficient information for second-year and higher students to enter into accommodation agreements covering the available accommodation capacity. Such available places shall be allocated by ADF according to the order in which the students sign their accommodation agreements.
12. Students are obliged to check the ADF website and at least once a week use their UP e-mail address for official communication so that they can acquaint themselves with any organization details and information provided by ADF; students have this e-mail address generated after having enrolled for study.

Article 4

Administrative and Organization Aspects of Dormitory Accommodation for Students

1. Students who have applied for accommodation for the whole year and whose application has been granted, have the preferential right to be allocated the same rooms as under the previous accommodation agreements as long as the dormitories in question are still used for year-round accommodation.
2. In buildings or parts thereof lacking en-suite facilities (17. listopadu Dormitory and Šmeralova Dormitory), the rooms of males and females are situated on different parts of the floor.

3. Spouses or partners may only stay together at Neředín No. 1, 2 and 3 Dormitories.
4. Serious operational reasons may make it possible to change the allocation of students even from one dormitory to another contrary to the students' requirements.
5. In accordance with the Dormitory Rules students may require that their accommodation be changed.
6. For economic reasons and in the event of natural disasters ADF may unilaterally change the student's place of accommodation in accordance with Article 4 (1) of the Accommodation Agreement. The following rules apply to changing accommodation:
 - a) ADF shall make it possible for students to stay at the same dormitory and the same accommodation standard as defined in the Accommodation Agreement;
 - b) b) if the provisions of a) of this Paragraph cannot be applied, ADF shall provide the student with accommodation at another dormitory at the same accommodation standard, if possible;
 - c) changes of accommodation involving a change of accommodation standard are possible only subject to the student's approval; in the absence thereof students may withdraw from the Accommodation Agreement or agree with ADF in writing to terminate the Accommodation Agreement. In such a case and if the student requests so, time limits related to the termination of accommodation may be reduced to 3 days following the receipt of the withdrawal by ADF.

Article 5 Accommodation Agreement

1. Students' accommodation is governed by an Accommodation Agreement entered into with UP. A Model Accommodation Agreement constitutes an appendix hereto. The Accommodation Agreement shall contain:
 - a) formal details (identification of the parties, date, parties' signatures, UP stamp),
 - b) name of the dormitory, or a block thereof, in which the accommodation was allocated and the room number,
 - c) period for which the accommodation is provided,
 - d) further details of the agreed accommodation terms and conditions.
2. Full-time Bachelor's, Master's and doctoral students having the right to accommodation at dormitories under Article 3 hereof, are obliged to enter into an Accommodation Agreement not later than 31 May of the calendar year in which the accommodation is to be provided unless stipulated otherwise herein, and pay a security deposit equaling to CZK 1500 by the same date, or consent that the deposit paid in previous years be transferred. Their failure to do so shall constitute a loss of the right to accommodation and the allocated place shall be offered to other applicants.
3. Students of EU and CEEPUS programs as well as foreign students on long-term exchange and study stays shall enter into an Accommodation Agreement and pay the security deposit equal to CZK 1500 not later than the date when their accommodation starts.
4. Students entering full-time first year study who have a right to dormitory accommodation under Article 3 hereof are obliged to enter into an Accommodation Agreement as soon as a notification has been published on the ADF website, but not later than 14 days after the notification has been published, and pay the security deposit equal to CZK 1500 by the same deadline. If they fail to do so, the allocated place shall be offered to other applicants.
5. In exceptional cases related to all-university activities and approved by the Rector, students may have their accommodation at dormitories interrupted from 20 June to 15 September for the necessary period; students shall be informed thereof in writing at least one month ahead. If the ADF has available accommodation capacity, it shall use such capacity preferentially for the alternative accommodation of the affected students.
6. After having entered into Accommodation Agreements, students have their accommodation identity card and pass issued.
7. Accommodation Agreements may be entered into for a maximum period of 1 year, commencing on 30 June of the calendar year at the earliest, and terminating on 30 June of the following calendar year at the latest.
8. Accommodation Agreements for year-round accommodation may only be entered into if the accommodation is provided at designated dormitories or their self-contained parts defined by the ADF management and taking into account operational requirements. Students who have entered into a year-round Accommodation Agreement shall have their accommodation booked preferentially at these dormitories.
9. If accommodation is terminated under Article 9 (1) (a), (b), (c), (e), and (2) (c) hereof, the security deposit is fully refundable unless the student has applied for the allocation of accommodation for the following academic year and there are no accounts payable by the student to the ADF as of the termination of accommodation.
10. If it is substantiated that the provided equipment has been damaged or accounts payable have arisen as a result of non-payment of the residence fee up to the amount of the security deposit, the said deposit is proportionately reduced up to the to-

tal amount of the security deposit in accordance with the *Pricelist of Damage to Property Caused by Students Staying at Dormitories*, which is published on the ADF website. The deterioration of an item due to standard wear and tear shall not be considered damage. If the security deposit is reduced or expended completely under Sentence 1 of this Paragraph, students shall replenish the expended deposit or its reduced part within 15 days thereafter.

Article 6

Accommodation of Bachelor's, Master's and Doctoral Students, Foreign Students Studying at UP on Exchange Study Stays and Distance and Part-time Students, Accommodation of Students' Visitors; Residence Fee

1. Long-term accommodation

Under this Code, only long-term accommodation may be provided; the accommodation is provided under an Accommodation Agreement (see Article 5 hereof) to Bachelor's, Master's and doctoral students on the basis of a notification by the Manager of ADF, to foreign students studying at UP within exchange programs, and part-time and distance students. Accommodation rates reflect the standard of accommodation and may be modified annually as of 31 March to apply for the whole of the next academic year taking into account the announced inflation rate in the Czech Republic in the preceding calendar year. The accommodation rates ("residence fee") are proposed by the Manager of ADF and are approved by the Rector of UP to apply during the whole academic year. During the academic year the rates may be modified only if VAT changes. In accordance with the Dormitory Rules, Accommodation Agreement and the ADF Pricelists other fees may be charged apart from the residence fee (e.g. the fee for renting electrical appliances).

2. Accommodation of Visitors in Students' Rooms

Visitors to students staying at dormitories from midnight to 7 am must be registered for accommodation. In the presence of the student in whose room they are going to stay, such visitors shall enter their name in the Guest Book at the dormitory reception, submit their identity card, state the number of the room in which they are going to stay and pay for the accommodation. If such visitors are to stay in a room with two or more beds or in a two-room studio, the consent of the roommates present at the dormitory on that particular date shall be produced. The accommodation is paid for in cash, in situ, and in advance, and the payment shall equal the daily portion of the residence fee at the respective dormitory. Students who have made such accommodation pos-

sible in their rooms shall ensure that their visitors comply with the provisions of this Code and of the Dormitory Rules, and are proportionately liable for any damage caused by the visitors; this shall be without prejudice to the liability of the visitors themselves. Students staying at a ADF dormitory who visit another dormitory to study or spend free time together with students staying at the latter shall not be deemed visitors; however, they may not stay overnight at the latter.

3. It is prohibited for anyone to stay at the dormitories between midnight and 7 am who is not duly registered or who does not come under the last sentence of the preceding paragraph.

Article 7

Rules for the Accommodation of Students at Dormitories

1. The total accommodation capacity of the dormitories shall be divided as follows:
 - a) the accommodation capacity for second-year students and higher, intended for year-round accommodation,
 - b) the accommodation capacity for second-year students and higher, intended for accommodation from September to 30 June of the following calendar year,
 - c) the accommodation capacity for first-year students,
 - d) the accommodation capacity for foreign students on study stays,
 - e) the accommodation capacity for disabled students.
2. Taking into consideration the layout of Neředín No. 2, 3, and 4 Dormitories, and B. Václavek Dormitory, the interest of UP and available accommodation capacity, these dormitories shall be primarily used for the accommodation of:
 - a) students applying for year-round accommodation at dormitories, i.e. from 30 June of a calendar year to 30 June of the following calendar year,
 - b) foreign students under agreements on study stays,
 - c) foreign students of UP studying in a foreign language,
 - d) full-time doctoral students,
 - e) disabled students,
 - f) partners and married couples (only applicable to Neředín Dormitories No. 1, 2, and 3).

Deadlines for students under a) to f) to book their accommodation shall be specified by individual faculties and students not later than 30 June of the calendar year for the following academic year.
3. Applications for year-round accommodation of students shall be dealt with by the Accommodation Department of ADF.

Article 8

Methods for Residence Fee Payment

1. Students staying at dormitories may pay the residence fee in the following ways:
 - a) by direct debit from the student's personal account or from an account of the person paying the residence fee, either by means of a standing order or bank transfer. The direct debit shall always be authorized by the account owner and ADF shall be notified thereof. The deadline for the payment of the residence fee is stipulated in the Accommodation Agreement;
 - b) in cash to the manager of the respective dormitory only in justified cases, usually upon the commencement of accommodation. If the residence fee is paid in cash and the accommodation is not taken, there is a handling fee charged, the amount of which shall be stipulated in the Accommodation Agreement;
 - c) by payment card only in exceptional situations and if the technical equipment of ADF allows. There is a handling fee charged for a payment card payment; the amount of the fee is defined in the Accommodation Agreement;

Article 9

Termination of Long-term Accommodation

1. The right to accommodation expires:
 - a) upon the lapse of time for which the accommodation was agreed in the Accommodation Agreement,
 - b) upon a student's failure to move into the allocated accommodation place if the student has booked the place on the electronic accommodation system and has not entered into the Accommodation Agreement in accordance with Article 5 (2) and (3) hereof without providing a serious reason within deadlines stated in this Paragraph in writing,
 - c) upon a student's termination; students may terminate the Accommodation Agreement without stating any reason; the notice period is of one month starting the first day of the month following the month when the manager of the respective dormitory received the student's notice,
 - d) upon withdrawal from the Accommodation Agreement by the Manager of ADF under Paragraphs (2) and (3) of this Article, e) upon a student's withdrawal from the Accommodation Agreement under Article 4 (6) (c) hereof.
2. The Manager of ADF may withdraw from the Accommodation Agreement if the student has:
 - a) made it possible for other people to stay in the dormitory without registering them,

- b) failed to meet their obligations under the Accommodation Agreement, with the exception of the obligation to pay the residence fee,
 - c) terminated study in accordance with the Study and Examination Code, interrupted studies, was expelled from study or changed university.
3. Furthermore, the Manager of ADF may withdraw from the Accommodation Agreement upon a proposal by the manager of the respective dormitory if:
 - a) the student has failed to pay the residence fee within the stipulated time limit for two consecutive months,
 - b) despite a written warning grossly violates good morals or his or her obligations under this Code, the Accommodation Agreement, the Dormitory Rules, including fire-safety, security, and hygiene regulations.
4. The notice of withdrawal from the Accommodation Agreement by the Manager of ADF shall be made in writing and it shall be possible to substantiate that it has been delivered to the student. The notice shall include the reasons with reference to the provisions of the applicable UP internal regulations or rules, or the applicable provisions of the Accommodation Agreement which have been violated by the student. Should it not be possible for any reason to deliver the notice to the last address of the student, alternative delivery under Article 25 (2) and (4) shall apply.
5. Students whose Accommodation Agreement has been withdrawn from in accordance with Paragraph 2 of this Article shall vacate the dormitory within 30 days of the delivery of the notice. If the Agreement has been withdrawn from under Paragraph 3 of this Article, the student shall vacate the dormitory within 10 days of the delivery of the notice. In either case, students are obliged to settle all their obligations towards the ADF within the defined time limits. If the student fails to do so, he or she may be evicted by force and shall be liable for any compensation for damage incurred by the ADF in relation thereto.
6. Acts under Article 9 (2) (a) and (b), and (3) (b) require prior consideration by the Dormitory Committee.

Article 10

University Dormitory Rules

Basic obligations governing the use of the dormitories and security regulations shall be stipulated by the University Dormitory Rules. The University Dormitory Rules shall be binding upon all persons on the premises of the dormitory (students, their visitors, persons staying there for reasons not governed

herein or persons entering the dormitory for other reasons).

Article 11

Summer Accommodation of UP Students

1. The present Code shall not apply to the operation of dormitories and accommodation during summer holidays with the exception of students with year-round agreements.
2. Students of accredited programs of study who do not have a year-round Accommodation Agreement and who do practical training, intensive training courses etc. during their holidays, if such training forms part of their program of study, shall be entitled to accommodation for the residence fee under Article 6 (1) hereof as long as such training lasts.

Article 12

Student Self-governing Dormitory Bodies

1. The students' self-governing dormitory body is the Dormitory Board.
2. The rights and obligations of the members of the Dormitory Board, the rules for the election of the members as well as the rules of procedure shall

be defined in the Statutes of the UP Dormitory Board, which is an integral part hereto constituting Appendix No. 3.

Article 13

Common, Temporary, and Final Provisions

1. The allocation of accommodation at dormitories is not a legal entitlement.
2. The notification of the allocation or non-allocation of accommodation is not a decision in a legal sense, and thus no appeal may be lodged against it.
3. Exceptions to this Code may be stipulated by the Manager of ADF with regard to the accommodation of married couples and partners.
4. This Code repeals Main Regulation of UP No. B106/2, the University Dormitory Code of UP, and Amendment No. 1 thereto No. B109/7HN.
5. The Dormitory Board of UP elected before the present Code comes into effect shall be deemed to have been elected in accordance with this Code.
6. The present Code enters into force once it has been signed by the Rector of UP and the Chairperson of the Academic Senate of UP, and into effect upon its publishing on the official website of UP, i.e. the day following its coming into force.

In Olomouc on 10 May 2011

Mgr. Tomáš Parma, Ph.D.
Chairperson of the Academic Senate of UP

Prof. RNDr. Miroslav Mašláň, CSc., in his own hand
Rector of UP

Appendix No. 1 Accommodation Agreement

Appendix No. 2 Consent to Process Personal Data

Appendix No. 3 Statutes of the Dormitory Board of Palacký University in Olomouc

ACCOMMODATION AGREEMENT

Palacký University in Olomouc, having its registered office at Křížkovského 8, 771 47 Olomouc, Czech Republic, ID No.: 61989592, VAT No.: CZ61989592 (hereinafter the "Accommodation Provider"), represented by the Manager of the Accommodation and Dining Facilities of UP, on the one hand, and

First name and surname: _____ Phone no.: _____

Date of birth: _____ Faculty: _____

Year of study: _____

Place of residence: _____

Bank account details** Account number: _____ Bank code: _____

E-mail*: _____

Form of study:**** full-time – part-time – distance learning – other

(hereinafter the "Student"), on the other hand,

in accordance with the provisions of Sections 754 to 759 of Act No. 40/1964 Sb., the Civil Code, as amended, enter into the following

Accommodation Agreement (hereinafter the "Agreement"):

Article 1

Under conditions stipulated by the University Dormitory Code of Palacký University in Olomouc (hereinafter the "University Dormitory Code"), the Accommodation Provider provides the Student with accommodation in room No.

of _____ (address, or block of the dormitory) Dormitory (hereinafter the "premises").

The accommodation shall be provided for a fixed period of time from _____ to 30 June 20...

Article 2

1. The accommodation shall be governed by the University Dormitory Code, Dormitory Rules, and Rules for the Use of Computer Networks and the Operation of Software of UP. The Student declares that, as of the date of signing hereof, he or she has acquainted himself or herself with the UP regulations defined in the preceding sentence, agrees with the conditions stipulated therein as well as the conditions stipulated in the present Agreement. The Student has the rights and obligations stated in the aforementioned regulations and arising from the present Agreement, and is aware of the consequences of the violation thereof.
2. Furthermore, the Student declares that, as of the date of signing this Agreement, he or she has acquainted himself or herself with the internal regulations and rules of UP applying to fire protection, and the applicable provisions of Act No. 133/1985 Sb., on Fire Protection, in particular Sections 5, 6, 17, 18, 19, 20, 76, and 78.

* optional

** Delete where not applicable

Article 3

1. The Accommodation Provider undertakes to hand over the premises to the Student in a condition fit for proper use and maintain it in such a condition as long as the present Agreement is effective.
2. The Student may use the room, the common areas of the university dormitory of UP (hereinafter the "dormitory"), as well as the services related to their use. The Student may not carry out any material modifications to the premises of the Accommodation Provider.
3. The Student may use the furnishings of the premises as listed in the inventory displayed on the premises. Should the Student learn that the furnishings are damaged or not complete upon commencement of accommodation, he or she shall file a written notification of such damage with the Accommodation Provider, which shall examine the scope of such damage without undue delay. If such a notification is not filed upon the commencement of accommodation, the damage and defects discovered shall be compensated for by all persons staying on the premises, who shall be liable jointly and severally.
4. Upon termination of accommodation, the Student shall return the premises to the Accommodation Provider in the same condition in which they were received, without any damage, defects, or change to the layout.
5. The Accommodation Provider may only enter the premises without prior notification of the Student, if the life or health of persons is under threat, or if there is a risk of substantial damage to the property of the Accommodation Provider. Furthermore, the Accommodation Provider may also enter the premises in the absence of the Student to check the condition of the premises and whether they are clean and tidy subject to prior notification of the Student. The notice of the inspection of premises shall be published by the Accommodation Provider a minimum of 14 days in advance on the official notice board of the respective dormitory. Should the rules governing cleanness be grossly violated, the Accommodation Provider may arrange for remedy with costs borne by the Student.

Article 4

The Student agrees with:

1. the interruption of accommodation due to exceptional reasons for a period not exceeding 10 days; the Accommodation Provider is not entitled to the payment of residence fee for such a period,
2. a change of the place of accommodation in the course of the academic year for operational reasons of a serious nature, being either a change of the room or the dormitory, for a period not exceeding 10 days,
3. publishing his or her name, dormitory, and room in a list of residents which may be consulted at all dormitories, in accordance with Act No. 101/2000 Sb., on the protection of personal data and on amendment to some other acts, as amended,
4. a change of the place of accommodation during summer holidays for operational reasons, being either a change of the room or a change of the dormitory, if having a year-round agreement,
5. a change of the place of accommodation due to serious reasons of an economic nature on the part of the Accommodation Provider, including, but not limited to, not fully used accommodation capacity, no more than once during the period for which the present Agreement has been entered into. The place of accommodation is usually changed by the Accommodation Provider in the period between the execution hereof and the commencement of accommodation. Preferably, the Accommodation Provider shall provide the resident with accommodation at the same dormitory or of the same standard of accommodation. If the dormitory capacity does not allow the Accommodation Provider to provide accommodation at the same dormitory, the accommodation shall be provided at another dormitory while maintaining the standard of accommodation. Should the standard of accommodation change, the Student may withdraw from the Agreement. In such a case, provisions of Article 7 hereof shall not apply to the withdrawal from the Agreement.

Article 5

The Student agrees to:

1. refrain from letting the premises to another person, and to move solely to the premises (room) defined herein,
2. make it possible to access the premises in accordance with the University Dormitory Code, and during regular inventory taking of UP property,
3. pay a contractual penalty of CZK 500 for bringing in or using a prohibited electrical appliance,

4. compensate for any damage intentionally caused to the property of ADF,
5. pay a handling fee for moving to a different place of accommodation upon the Student's own request in accordance with the applicable pricelist of ADF,
6. pay a handling fee for having the room opened by the receptionist of the dormitory in accordance with the applicable ADF pricelist,
7. not later than the signing hereof, pay a security deposit of CZK 1500 in accordance with Section 555 of Act No. 40/1964 Sb., the Civil Code, as amended, and in accordance with Article 5 of the University Dormitory Code to cover any damage to the building and furnishings of the dormitory which was demonstrably caused by the Student,
8. if liability for damage to the premises (room or two-room studio) of the specific resident is not proved, the Accommodation Provider may equally use the security deposit of all residents staying at the respective premises (room or two-room studio) to cover the damage incurred. Should the total amount of damage exceed the sum of the security deposits, the residents shall compensate for the damage jointly and severally,
9. pay a contractual penalty of CZK 500 for a violation of the smoking ban in ADF premises,
10. interrupt accommodation at the dormitory if suffering from a serious contagious disease.

Article 6

1. The accommodation rate (hereinafter the "residence fee") shall be determined depending on the place and standard of accommodation in accordance with the applicable Pricelist of Student Accommodation accessible at the ADF website. The rates may be modified for the whole following academic year not later than 31 March. As long as this Agreement is effective, the rates may be modified only if the VAT rate is changed.
2. The Student agrees to pay the residence fee for the whole period for which accommodation is arranged under this Agreement including periods when he or she is not physically present at the dormitory, unless he or she has terminated this Agreement or withdrawn from it under Article 7 hereof. This provision shall not apply to the interruption of accommodation under Article 4 (1) hereof.
3. The residence fee is paid during the academic year:
 - a) by cashless payment, usually by direct debit from a bank account upon a bank's confirmation of the direct debit authorization, by standing order, or wire transfer. The Student's birth registration number (personal identification number) without a slash shall be used as a payment identifier. If the payment identifier is not stated or is not stated correctly, any consequences arising therefrom shall be borne by the payer,
 - b) in cash to the manager of the respective dormitory only in justified cases, usually upon the commencement of accommodation, and at defined times. If the cash payment is not made upon commencement of accommodation, a handling fee of CZK 50 shall be charged for each cash payment,
 - c) by payment card only in exceptional situations and if the technical equipment of the Accommodation Provider allows. For payments by payment cards, a handling fee of CZK 50 shall be charged for each payment made through the terminals of the Accommodation Provider.
4. The residence fee is due on the first working day of the month for which the fee is paid. For the month when the Student's accommodation commences, the residence fee is due on the date of commencement.
5. In the event of late payment, the Student shall pay to ADF the overdue residence fee and a contractual penalty of CZK 300 for each commenced month of overdue payment. The Accommodation Provider may make the name, dormitory, and room number of students who are in default with their payment public on a notice board situated by the entrance to the respective dormitory; the Student consents to this pursuant to Act No. 101/2000 Sb., on the protection of personal data and on amendment to some other acts, as amended.
6. Failure to pay two consecutive payments of the residence fee shall be deemed to constitute gross violation of the University Dormitory Code, Dormitory Rules, and this Agreement and constitutes grounds for withdrawal from this Agreement by the Accommodation Provider.

Article 7

1. The accommodation terminates upon the lapse of time under Article 1 hereof, by written agreement by both Parties, by withdrawal from the Agreement by the Student, or the Accommodation Provider, or by termination by the Student under Article 9 (1) (c) of the University Dormitory Code.
2. The Accommodation Provider may withdraw from the Accommodation Agreement if the Student:
 - a) makes it possible for other people to stay at the dormitory without registering them,
 - b) fails to comply with obligations under Article 5 hereof,

- c) terminates study in accordance with the Study and Examination Code of UP, interrupts study, is expelled from study, or does not enroll for study in the calendar year for which he or she had an agreement entered into,
 - d) fails to pay two consecutive payments of the residence fee within the stipulated time limit,
 - e) despite a warning grossly violates good morals or other obligations under the University Dormitory Code, Dormitory Rules, or this Agreement, including fire protection, safety, and hygiene regulations, especially if the Student is under the influence of alcohol, narcotic, or psychotropic substances. Any limitations of the rights of other residents, vandalism, physical violence, or grossly bad manners on the premises or on the grounds of the Accommodation Provider shall be deemed by the Parties to constitute gross violation of obligations under this Agreement.
3. The Accommodation Provider may withdraw from the Agreement in the event of violations under the preceding Paragraph; for violations under Letters (d) and (e) the withdrawal takes effect as of the 10th calendar day after the delivery of the notice of withdrawal, and for violations under Letters (a), (b), and (c) as of the 30th calendar day after the delivery of the notice of withdrawal. The Student shall settle all his or her obligations towards the Accommodation Provider by these time limits. If the Student fails to do so, he or she may be evicted by force and shall be liable for any compensation for damage incurred by the Accommodation Provider in relation thereto.
 4. The notice of withdrawal from the Agreement shall be made in writing and it shall be possible to substantiate that it has been delivered to the Student. The notice shall include reasons with reference to the provisions of the applicable regulations or rules, or the applicable provisions of the Agreement which have been violated by the Student. Should it not be possible for any reason to deliver the notice to the last address of the Student, alternative delivery under Article 25 (2) and (4) of the Constitution of UP shall apply.
 5. The Student may terminate the Accommodation Agreement only in writing. The notice period is one month starting the first day of the month following the month when the manager of the respective dormitory received the Student's notice.
 6. Furthermore, the Agreement terminates prior to the date defined in Article 1 hereof if it is not possible for the Accommodation Provider to secure the performance thereof, upon a decision by the Building Authority or Regional Public Health Authority as of the date of the legal effect of such a decision. Such a decision affirms an objective impossibility to perform the Agreement in accordance with Section 575 (1) of Act No. 40/1964 Sb., the Civil Code, as amended.

Article 8

Written documents shall be delivered to the addresses of the Parties stated in the heading hereof. Important documents, in particular acts under Article 7 hereof, shall be delivered personally. Personal delivery of documents to students shall be governed by Article 25 (2) and (4) of the Constitution of UP.

Article 9

1. Legal relations not expressly regulated by the present Agreement shall be governed by the applicable provisions of Act No. 40/1964 Sb., the Civil Code, as amended.
2. This Agreement is executed in two counterparts, each having the legal force of an original; both the Accommodation Provider and the Student shall receive one counterpart.
3. Any modifications hereof may only be made in the form of written and dated amendments hereto numbered in ascending order and signed by both Parties.
4. This Agreement shall come into effect on the date of its signing by both Parties.
5. The Parties declare that they have read the Agreement properly, understood its contents, and in witness whereof they attach their signatures.

In Olomouc on:

In Olomouc on:

Accommodation Provider (name and surname, position, stamp, and signature)

Student (signature),

The accommodation terminates on:

Student's signature:

Appendix No. 2

Appendix No. 2 consists of a text which shall be included in an electronic form on the ADF website at skm.upol.cz and shall be displayed to students in accordance with Article 3 (2) hereof. Details specifying the student shall not be entered because the system will add them on the basis of the login details and password.

Consent to Process Personal Data

In accordance with Act No. 101/2000 Sb., on the protection of personal data and on amendment to some other acts, as amended, I hereby consent to the collecting, processing, and keeping of my personal data in order to consider my application for the allocation of accommodation at Palacký University in Olomouc, to keep records of residents and applicants who have not been allocated accommodation, and to keep records of non-payment of the residence fee and other payments related to accommodation.

As a data subject I consent to publishing records of the non-payment of the residence fee and other payments related to accommodation on a visible place of the respective UP dormitory.

Personal details may be collected for a period not exceeding limits defined by special laws (e.g. Act No. 499/2004 Sb., on archives and records management and on the amendment to some other acts, as amended, and Act No. 111/1998 Sb., on universities and on the amendment and modification of other acts (the Universities Act), as amended) or by the internal regulations and rules of Palacký University in Olomouc.

Statutes of the Dormitory Board of Palacký University in Olomouc

Article 1

Student Self-governing Dormitory Bodies

1. The student self-governing body at dormitories of Palacký University in Olomouc (hereinafter "UP") is the Dormitory Board of UP (hereinafter the "Dormitory Board"). The members of the Dormitory Board are elected by the students staying at dormitories from among the students staying at dormitories. The Dormitory Board is the Rector's advisory body.
2. In particular, the Dormitory Board represents the students staying at dormitories in negotiations with the management of the Accommodation and Dining Facilities (hereinafter "ADF") or with the management of UP and carries out other activities related to accommodation at dormitories.
3. Each dormitory is represented on the Dormitory Board by one properly elected representative (member of the Dormitory Board) save when such a representative has not even been elected in the by-elections. Foreign students following programs of study in foreign languages are represented on the Dormitory Board by their elected representative.
4. In their absence, duly elected members of the Dormitory Board may appoint an agent.
5. The date of the elections; the list of proposed candidates shall be published not later than 24 hours before the elections start. The elections may not take place on weekend days, national holidays and on days preceding such days.
5. The election results shall be announced not later than 24 hours after the elections have terminated. The outgoing Dormitory Board shall draw up a record of the elections, stating therein the order of candidates for each dormitory, including the unsuccessful ones, the number of received votes, the number of qualified voters, the time of the elections, and the names of the scrutineers. The record shall be signed by the Chairperson of the outgoing Dormitory Board as well as all scrutineers who organized the elections at the respective dormitory. The overall report on the elections shall be signed only by the Chairperson with records of the elections at individual dormitories attached thereto. The outgoing Dormitory Board shall deliver the record together with the report to the Manager of ADF and the Chairperson of the Academic Senate of UP (hereinafter the "Academic Senate").

Article 2

Rules of Election of the Dormitory Board

1. The term of office of the members of the Dormitory Board is one year.
2. The elections have one round and the candidate who has obtained the highest number of votes at the respective dormitory in this round is the winner.
3. The elections of the members of the Dormitory Board, including the determination of scrutineers for counting the votes, are organized by the outgoing Dormitory Board. The schedule for the elections shall make it possible for them to take place not later than 20 October of the academic year.
4. The notice of the date of the elections, as well as the date for proposing candidates to the Dormitory Board, shall be published at all dormitories on a notice board situated visibly near the dormitory entrance and not later than 7 days prior to
6. The term of office of the members of the Dormitory Board terminates upon the election of a new Dormitory Board in the following academic year unless it has terminated under Paragraph 7 of this Article.
7. If the elections of members of the Dormitory Board do not take place by 31 October, or if their results are not published within 10 working days after they have taken place or a record of the elections with all particulars is not delivered to the Chairperson of the Academic Senate pursuant to Paragraph 5 of this Article, or if no minutes of meetings of the Dormitory Board have been filed with the Manager of ADF for a minimum of 3 month of an academic year, the term of office terminates and an Extraordinary Election Committee shall be established.
8. The Extraordinary Election Committee shall have a minimum of 3 members appointed from among UP students by the Chairperson of the Academic Senate after consideration with student senators in the Academic Senate. The Extraordinary Election Committee organizes the elections of the members of the Dormitory Board. The elections shall take place in accordance with Paragraph 4

of this Article. For the announcement of election results, the compiling of the record and its delivery to the Manager of ADF and Chairperson of the Academic Senate, the provisions of Paragraph 5 of this Article shall apply; the functions of the outgoing Dormitory Board shall be performed by the Extraordinary Election Committee.

9. In the event of any of the situations under Paragraph 7 of this Article, the Rector of UP may appoint an extraordinary Dormitory Board from among students staying at dormitories. The extraordinary Dormitory Board shall have the same position as the Dormitory Board under the present Statutes. The extraordinary Dormitory Board terminates its activities after a Dormitory Board under Paragraph 8 of this Article has been elected.
10. The Dormitory Board shall elect its Chairperson and Vice-Chairperson at its foundation meeting. The Dormitory Board shall also decide on by-elections at dormitories where no representative was elected during the proper elections. The by-elections shall take place not later than 14 days after the foundation meeting of the Dormitory Board. Paragraphs 4 and 5 hereof shall apply to the by-election.
11. All UP students staying at dormitories as of the date of the elections or members of the outgoing Dormitory Board may raise objections as to the course of the elections of the members of the Dormitory Board within 14 days of the elections. Such an objection shall be lodged with the Academic Senate. For reasons of a serious nature, consisting in a failure to comply with the rules for the organization and course of the elections of the Dormitory Board members as defined in this Article, the Academic Senate may declare the elections invalid; in this event, Paragraph 7 of this Article shall apply with necessary modifications.
12. Members of the Dormitory Board may be subject to a vote of no-confidence. Students staying at the respective dormitory may vote in such a poll; the member loses the vote of no-confidence if a minimum of 20% of students staying at the dormitory vote in favor.
13. The term of office of the Dormitory Board members terminates: a) on the date of the legal effect of a decision on the termination of study or on the date when a declaration by the member of the Dormitory Board to withdraw from study has been received; b) on the date of the termination of the Accommodation Agreement of the member of the Dormitory Board in accordance with Article 9 of the University Dormitory Code of Palacký University in Olomouc (hereinafter the "University Code"); c) on the date when a notice of resignation of the member of the Dormitory Board is delivered to its Chairperson; d) upon the death of a member of the Dormitory Board.

14. If a member of the Dormitory Board loses a vote of no-confidence or his or her term of office terminates under the preceding Paragraph, a by-election takes place within 30 days of the vote of no-confidence or termination of the term of office; Article 2 (4) and (5) shall apply with necessary modifications.

Article 3

Mission of the Dormitory Board of UP

1. The Dormitory Board acts as an intermediary between the ADF and the students staying at dormitories, it supervises the compliance with students' rights and obligations arising from the University Dormitory Code, Dormitory Rules, and the Accommodation Agreement.
2. The ADF shall provide the Dormitory Board with premises: a room with Internet connection and basic office supplies for its activities.
3. The Dormitory Board considers and provides recommendations on documents received from the management of ADF or individual members of the Dormitory Board a minimum of 30 days before they are further considered by the management of UP or other self-governing bodies of UP. These include, but are not limited to, modifications of the University Dormitory Code, Dormitory Rules, Dormitory Long-term Development Plan, and other internal regulations and rules affecting the lives of students at dormitories.
4. By 31 March of a calendar year the Dormitory Board may submit to the Rector its recommendation with regard to accommodation rates for the following academic year.
5. The Dormitory Board is obliged to inform the students staying at dormitories of its meetings.

Article 4

Rules of Procedure of the Dormitory Board

1. The members of the Dormitory Board work actively in the interest of the students staying at dormitories and respect the legitimate interests of UP.
2. The meetings of the Dormitory Board are open to the public and usually take place once a month.
3. All students may have their concerns related to accommodation considered at a meeting of the Dormitory Board.
4. The Dormitory Board elects its Chairperson and Vice-Chairperson from among its members. The Chairperson, or in his or her absence the Vice-Chairperson, convenes the meetings of the Dormitory Board in cooperation with the management of ADF, presides over them and in cooperation

with the management of ADF is responsible for drafting the minutes of these meetings.

5. The Dormitory Board is quorate if a majority of the elected members is present.
6. The meetings result in an adoption of recommendations. A recommendation of the Dormitory Board is valid if a majority of the present members has voted in its favor. The recommendation must be made in writing and included in the minutes of the meeting.
7. The minutes of the meetings of the Dormitory Board together with the attendance lists shall be deposited with the Manager of ADF and prove the adopted recommendations and activity of the members of the Dormitory Board.
8. Attendance lists form an integral part of the minutes of the Dormitory Board meetings.
9. To vote on matters related to individual dormitories, the representative of the respective dormitory must be present if such a representative has been elected and attended at least one in two consecutive meetings of the Dormitory Board.